

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Bruce Alan Anderson

) Case No. 15-31775-pcm13
)
) [ONLY FOR CHAPTER 13 CASES]
) DEBTOR'S ATTORNEY'S DISCLOSURE
) OF COMPENSATION AND ANY
) EMPLOYMENT AGREEMENT, AND
) APPLICATION FOR COMPENSATION,
) UNDER 11 USC §329 AND FRBP 2016(b)

Debtor(s)

Debtor's attorney discloses compensation paid or to be paid in the above referenced case. Debtor and debtor's attorney have agreed to attorney compensation, and ☒ have ☐ have not entered into an employment agreement. **A copy of the employment agreement, if any, is attached hereto.**

The applicable schedule for the fee agreement between debtor and debtor's attorney is indicated below . If Schedule 1 or Schedule 2 is selected, debtor(s), acting by and through the undersigned counsel, apply to the court for an order authorizing the compensation specified therein.

☒ **SCHEDULE 1:** The total fee request is \$ 1,500.00 (\$4,750 maximum). This amount represents all fees for the entire life of the case except for appeals or any adversary proceeding. Debtor has agreed to pay fees of \$ 1,500.00 (\$4,750 maximum) and expenses of \$ for a total of \$ 1,500.00 .

☐ Debtor ☒ (specify) All fees including supplemental legal fees to be paid by Hyatt Legal Services has paid \$ 0.00 , leaving \$ 1,500.00 to be paid through the plan.

☐ **SCHEDULE 2:** Regarding all services rendered through confirmation of the plan plus the initial audit of claims, debtor and debtor's attorney have agreed upon:

☐ (a) a flat fee (i.e., requiring no itemization) of \$ (\$3,450 maximum). Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

☐ (b) an estimated total fee of \$ and expenses of \$. Time records must be kept for all work performed both "pre" and "post" petition. Such records may be requested by the court at any time, and must show the time and rate applied to each service rendered. If the estimated fee exceeds \$3,450, an itemized statement showing the time and hourly rate applied to each service rendered must be filed with the court not less than one week prior to the final confirmation hearing.

☐ Debtor ☐ (specify) has paid \$, leaving \$ to be paid through the plan.

☐ **SCHEDULE 3:** [COMPLETE ONLY IF CURRENT ATTORNEY WAS RETAINED AFTER CONFIRMATION OF A PLAN.] Debtor and debtor's attorney have agreed to the fee arrangements as follows:

☐ Debtor ☐ (specify) __ has paid \$__, leaving \$__ to be paid through the plan.

[If the services specified in a previously submitted Schedule 1 or Schedule 2 (through confirmation and the initial audit of claims) were not completed] The debtor, the debtor's former attorney, and the debtor's current attorney have agreed to the following with respect to the former attorney's fees and will apply for any necessary court order for approval:

IMPORTANT:

1. No additional compensation requests will be granted if SCHEDULE 1 is selected, or after a final application is filed if SCHEDULE 2 or SCHEDULE 3 is selected.
2. Supplemental applications for compensation: (a) may only be filed if SCHEDULE 2 or SCHEDULE 3 is selected; (b) will not be considered unless the application is clearly marked as a final compensation application, or unless the supplemental compensation requested is more than \$500 and at least 6 months have expired since the filing of the case or since the filing of any earlier application; and (c) must be filed using LBF #1307, including an itemization of all services previously performed for which no previous itemization and application has been filed.

I certify there is no agreement to share compensation with any other person, except with a regular member, partner, or associate of my attorney firm, except as follows (provide details): __.

I further certify that on April 16, 2015 a copy of this document was served on the debtor(s) and trustee.

DATED: April 16, 2015

/s/ Alexzander C.J. Adams

Alexzander C.J. Adams 082441

Debtor's Attorney



Law Offices of

Alexzander C. J. Adams, P.C.

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CHAPTER 13 BANKRUPTCY FEE AGREEMENT

Date: 2/10/15

This **FEE AGREEMENT** (the "Agreement") is entered into between:

Bruce Anderson

and the Law Offices of Alexzander C. J. Adams, P.C. (the "Firm"), whom I hereby retain to provide legal services in the filing of my/our Chapter 13 bankruptcy proceeding. The Firm will provide services to me/us according to the terms set forth below. This Agreement will not take effect and the Firm will have no obligation to provide legal services until I/we return a signed copy of this Agreement and pay the fees called for in this Agreement.

1. ANTICIPATED FEES AND COSTS

If you retain LAWYER & ASSOCIATES for legal services to file a Chapter 13 proceeding on your behalf, based on the facts that you reported to us today the anticipated fees and costs to you will be as follows:

Chapter 13 attorney fees:	\$ <u>HYATT LEGAL PLAN</u>	955 7291
Bankruptcy Court Filing Fee:	\$310.00	0954
Anticipated Costs:	\$100.00	
Pulling of credit reports:	\$56.00 \$36.00 \$0.00	
Total:	\$ <u>410.00</u>	

YOU ARE RESPONSIBLE FOR PAYING FOR PRE-FILING AND POST FILING CREDIT COUNSELING COURSE ABOVE AND BEYOND THIS FEE AGREEMENT.

2. FEES ARE EARNED UPON RECEIPT AND ARE NONREFUNDABLE

The fees paid under this agreement are earned upon receipt by the Firm. This includes partial payments. It is clearly understood that the deposit of said funds will be the sole property of the Firm, and will not be refunded to Client should Client otherwise become dissatisfied. "Earned on receipt" and "nonrefundable" means that (1) pursuant to this written agreement signed by the client (i) the funds will not be deposited into the lawyer trust account, and (ii) the client may discharge the lawyer at any time and in that event may be entitled to a refund of all or part of the fee if the services for which the fee was paid are not 85% of the fee is earned upon draft of the will. If there is any disagreement or concern with regard to the nonrefundable fees, Client should seek counsel with another lawyer of his or her choice.

3. PREPETITION COST TO FILE CASE:

- a. You must pay \$ 410.00 before your case is filed.
- b. This amount reflects \$ 100.00 toward attorney fees and costs and \$ 0 toward your court filing fee. The balance of the attorney fees will be paid through the court's administration of the case. You will not pay any additional attorney fees directly to me in this matter.
- c. You have elected to pay \$ 310.00 toward your filing fee. The leaves a balance of \$ 0 owed directly to the court within 30 days for the filing of your case.
- d. YOU MUST MAKE THE PAYMENT DIRECTLY TO THE COURT. IF YOU FAIL TO DO SO, THE COURT WILL DISMISS YOUR CASE WITHOUT NOTICE.
- e. Any portion of the prepetition fee paid will be deemed fully earned upon receipt.


IF YOU GO ON A COURT FILING FEE PAYMENT PROGRAM

If you agree to pay the court filing fees, but fail to do so, the court WILL dismiss your case. If the court dismisses your case, in order to reinstate the case, you must pay (1) the outstanding balance of the filing fee which can be as much as \$96.00 (2) A motion to reopen court filing fee of \$235.00 (3) \$250.00 for the drafting of the motion to reopen and (4) if your case is pre-341(a) hearing, an additional \$300.00 hearing rescheduling fee. THIS HAS THE POTENTIAL TO COST YOU AN ADDITIONAL \$881.00 ABOVE AND BEYOND THE COST OF THE BANKRUPTCY FEES IN PARAGRAPH 1.

4. POSTPETITION COST

It is anticipated you will still need to pay \$_____ for pre-confirmation services rendered after your petition has been filed. Payment of your pre-confirmation attorney fees will be paid according to one of two options:

SCHEDULE 1

 The total fee request is \$_____.


This amount represents **all fees for the entire life of the case** except for appeals or any adversary proceeding.

Debtor has agreed to pay fees of \$_____ and expenses of \$_____ for a total of \$_____.

Debtor will have paid \$_____ prior to the filing of this case, leaving \$_____ to be paid through the plan.

SCHEDULE 2

Regarding all services rendered through confirmation of the plan plus the initial audit of claims, debtor and debtor's attorney have agreed upon:

 (a) a flat fee (i.e., requiring no itemization) of \$ HYATT \$1500.00. Debtor and debtor's attorney have agreed that post-confirmation services (after the initial audit of claims) will be charged as specified in the attached agreement or, if there is no written agreement, as follows:

The fees quoted above cover all costs up to and including confirmation of your Chapter 13 case. Any fees incurred after your case is confirmed will be billed according to the firm's normal hourly rate of \$250.00 for attorney time and \$150.00 per hour for paralegal time and will be paid through your Chapter 13 case from payments you make to your Trustee. Additional post-confirmation attorney fees may extend the length of your plan or increase your monthly payments.

This may require that the distribution to creditors be reduced, the debtor pay more, or a combination of the two. Even if the distribution to creditors is not reduced, payments to creditors may be delayed, sometimes for an extended period. If the debtor must pay more, the debtor will either be required to make additional or increased plan payments.

If you want to know what impact the allowance of your fee application will have on you, you should contact the attorney whose contact information is above. The attorney is required to explain the impact on you of the allowance of the additional compensation within seven days after you request the information.

☐ (b) an estimated total fee of \$_____ and expenses of \$_____.

Time records must be kept for all work performed both "pre" and "post" petition. Such records may be requested by the court at any time, and must show the time and rate applied to each service rendered. If the estimated fee exceeds \$3,450, an itemized statement showing the time and hourly rate applied to each service rendered must be filed with the court not less than one week prior to the final confirmation hearing.

Debtor has paid \$_____, leaving, \$_____ to be paid through the plan.

SCHEDULE 3

☐ Debtor and debtor's attorney have agreed to fee arrangements as follows:

Debtor has paid \$_____, leaving \$_____ to be paid through the plan.

[If the services specified in a previously submitted Schedule 1 or Schedule 2 (through confirmation and the initial audit of claims) were not completed]

The debtor, the debtor's former attorney, and the debtor's current attorney have agreed to the following with respect to the former attorney's fees and will apply for any necessary court order for approval:

***** 1. No additional compensation requests will be granted if SCHEDULE 1 is selected, or after a final application is filed if SCHEDULE 2 or SCHEDULE 3 is selected. Supplemental applications for compensation may only be filed if SCHEDULE 2 or SCHEDULE 3 is selected.**

5. LEGAL SERVICES NOT INCLUDED IN ANTICIPATED ATTORNEY FEES

In some cases, additional unanticipated legal services become necessary. Examples of unanticipated legal services include, but are not limited to, litigation and adversary proceedings; listing additional creditors; motions to dismiss or convert; amendment of schedules or plans; changes to the petition and related documents not caused by our error; voiding judicial liens; voiding wholly unsecured mortgages; and all post-confirmation services, *including phone calls* (except for the initial audit of claims). Any legal services not listed in paragraph 3 are not included in the anticipated attorney fees and will generate unanticipated attorney fees that will be billed separately. Fees for additional unanticipated legal services will be billed at the firm's usual hourly rate of

\$250.00 for attorney time and \$150.00 per hour for paralegal time. Many Chapter 13 cases will include additional unanticipated fees that cannot be accurately predicted at this time. Those fees, if any, will be billed as they occur and are normally paid from the funds you pay to the Trustee.

6. MISCELLANEOUS PROVISIONS

a. There is a court cost of \$30.00 to list additional creditors after filing a petition. This charge applies each time you need to add new creditors, unless you bring them in all at once. In addition, there may be paralegal charges for any amendments. These charges will be billed to the Bankruptcy Court and paid through your Chapter 13 plan if appropriate under the schedules above. Postage costs through confirmation are included in the above fees.

b. The Law Offices of Alexzander C.J. Adams P.C. may provide or sell to you a membership in the 7 Steps to 720 Program (the "Program"). The Program is provided by a third-party company. You understand that The Law Offices of Alexzander P.C. accepts no liability for the acts or omissions of the company that provides the Program. You understand that participating in the Program does not create an attorney-client relationship between you and The Law Offices of Alexzander C.J. Adams P.C.

c. Postage through pre-confirmation is included in the fees of this contract above. If any postage is required prior post confirmation, it will be either billed through the bankruptcy plan or you must put a small postage retainer on file with my offices. Current certified return receipt requested are generally \$6.00 or so, and regular postage is typically between \$0.45 and \$0.85 per letter.

d. Sometimes additional unanticipated work needs to be completed on your case after the 341(a) meeting of the creditors and plan confirmation to ensure your case resolves and to ensure your receive a discharge. Although generally uncommon, LOACJA believe it is important that you understand future fees could occur. If these services are necessary, you will be personally responsible for payment. Failure to pay post 341(a) fees in a timely manner will result in the withdrawal of LOACJA as your attorney of record. Examples of unanticipated legal services include litigation and adversary proceedings, motions to dismiss or convert, amendment of schedules, changes to the petition and related documents, voiding judicial liens, trustee audits, and all other services not in the usual course of a chapter 7 case. Any legal services not listed in paragraph 3 are not included in the anticipatory attorney fees and are considered unanticipated attorney fees and will be billed separately.

e. Certain additional fees are calculated as a flat fee. These fees are as follows:

- | | |
|----------------------------|--|
| 1) Motion to reopen | \$250.00 + filing fee |
| 2) Amended Schedules | Filing fee only |
| 3) Trustee Audit | \$600.00 plus \$260.00 per hour for any court hearing or further proceedings |
| 4) Home Loan Modification* | *will be arranged on separate flat fee retainer |

- 5) Adding Additional Creditor Filing Fee plus postage
6) Appearing at Reset 341(a) \$300.00

Any other legal claim or cause of action not contemplated in this Chapter 13 bankruptcy would be arranged on a separate contract or legal retainer.

f. In some cases, we are able to recover funds garnished from you prior to filing or after filing. If we are successful in retrieving these funds, we will return 60% to you and retain 40% for the cost of the additional work to retrieve these funds from your creditors. Attorney reserves the right to charge a different lower amount for garnishment recovery if appropriate.

g. You agree to pay all of the costs incurred in your representation. Examples of such costs include filing fees, delivery charges, court reporter fees, postage, long-distance charges, and photocopying.

h. In some cases, we are able to recover funds garnished from you prior to filing or after filing. If we are successful in retrieving these funds, we will return 60% to you and retain 40% for the cost of the additional work to retrieve these funds from your creditors. Attorney reserves the right to charge a different lower amount for garnishment recovery if appropriate.

i. This agreement authorizes the Firm to endorse and negotiate any checks that may have been sent to us by the Trustee or from any other source and forward the remaining funds to you after any remaining attorney fees have been deducted.

j. Any provision of this agreement may be found to be invalid without voiding out the entire agreement.

Date: 2/10/15

Hired by:

Barbara A. Anderson 2/10/15
Client Date

Client Date

Agreed by Law Offices of Alexzander C. J. Adams, P.C.

[Signature] 2/10/15
Firm Date